

8. Independent Contractor

Producer is an independent contractor as contemplated by the Agreement and nothing herein or hereunder shall be construed to make the Producer a servant, agent, employee, partner or joint venturer of or with LOL. Producer shall be responsible for withholding taxes, unemployment insurance, workers' compensation insurance and the like in respect of his employees and agrees to pay all taxes on the buildings, equipment and other items he owns.

9. Assignment

No right hereunder shall be assigned by Producer, and no duty delegated, except with the prior written consent of LOL, and any purported assignment or delegation in violation of the foregoing shall be void ab initio. Subject to the foregoing, any permitted assignment or delegation shall not effect a release of the assignor or the delegator, unless the other party expressly grants such a release in writing, and this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns and legal representatives of the parties.

10. Interpretation

This Agreement shall be construed in accordance with the laws of the State of Iowa and such laws shall govern the interpretation, construction and enforcement hereunder. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Invalidity of any provision of this Agreement shall not effect the validity of any other provision.

11. Right to Offset

It is understood and agreed that LOL may offset any payments due Producer hereunder against any indebtedness of Producer to LOL.

12. No Waiver of Default

No waiver by LOL of any default shall operate as a waiver of any other default or of the same default on a future occasion.

13. Entire Agreement

This Agreement and the Exhibits attached hereto set forth the entire agreement between the parties and supersedes in all respects any and all prior oral or written agreements or understandings between them pertaining to the transactions contemplated by this Agreement. This Agreement may be amended or modified only by a written instrument signed by the party against which enforcement is sought.

14. Notices

Any notices required or provided for hereunder shall be given as follows: